

**Exhibit 3**

**Shaham Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Case No. 12-12020 (MG)
	)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	Chapter 11
	)	
Debtors.	)	Jointly Administered
	)	

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**DECLARATION OF YARON SHAHAM WITH RESPECT TO  
OBJECTION OF THE RECAP BORROWER CLAIMS TRUST  
TO CLAIM NUMBER 452 FILED BY JULIO PICHARDO**

I, Yaron Shaham, hereby declare as follows:

**A. Declarant's Background and Qualifications**

1. I am an attorney at the law firm of Severson & Werson (“**S&W**”). I am authorized to submit this declaration (the “**Declaration**”) with respect to the *Objection of the ResCap Borrower Claims Trust to Claim Number 452 Filed By Julio Pichardo* (the “Objection”).<sup>1</sup>

2. S&W was retained to represent Debtor GMAC Mortgage, LLC (“**GMACM**”) in an action captioned Julio Pichardo v. GMAC Mortgage; Does 1 to 10, Case No. 30-2012-00581642-CU-CL-CJC (the “California Action”), filed against GMACM in the Orange County Superior Court of California (the “State Court”). S&W was subsequently retained to represent Ocwen Loan Servicing, LLC (“**Ocwen**”) as successor servicer to GMACM. The information contained in this affidavit is based upon my personal knowledge, records maintained at S&W in the ordinary course of business, and pleadings filed in the California

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Objection.

Action. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

**B. The California Action**

3. On February 24, 2014, Claimant filed a first amended complaint (the “First Amended Complaint”), which added Ocwen as a defendant to the California Action and asserted claims for (a) breach of contract; (b) breach of covenant of good faith and fair dealing; (c) negligence; (d) unjust enrichment; and (e) violation of California Business and Professions Code section 17200. See First Amended Complaint, annexed hereto as **Exhibit A**.

4. On February 27, 2014, out of an abundance of caution, the Debtors filed another notice of bankruptcy and suggestion of automatic stay to be filed in the California Action. See Notice of Bankruptcy and Suggestion of Automatic Stay in Response to Plaintiff’s First Amended Complaint, annexed hereto as **Exhibit B**.

5. On February 28, 2014, Ocwen filed a demurrer to the First Amended Complaint. See Demurrer, annexed hereto as **Exhibit C**.

6. On May 12, 2014, the State Court issued a ruling on Ocwen’s demurrer to the First Amended Complaint, sustaining the demurrer with leave to amend as to the claim for negligence, sustaining the demurrer without leave to amend as to the claim for unjust enrichment, and overruling the demurrer with respect to all other causes of action. See Notice of Ruling on Defendant Ocwen Loan Servicing, LLC’s Demurrer to Plaintiff’s First Amended Complaint, annexed hereto as **Exhibit D**.

7. On June 2, 2014, Claimant filed a second amended complaint against Ocwen (the “Second Amended Complaint”), which asserted claims for (a) breach of contract; (b) breach of covenant of good faith and fair dealing; (c) statutory relief; (d) violation of California Business and Professions Code section 17200, and (e) injunctive relief. See Second

Amended Complaint, annexed hereto as **Exhibit E**. GMACM was removed as a named defendant, although the California Action was never formally withdrawn with respect to GMACM. **Id.**

8. On June 10, 2014, Ocwen filed a demurer to the Second Amended Complaint. See Demurrer, annexed hereto as **Exhibit F**.

9. On September 8, 2014, the State Court held a hearing on Ocwen's demurrer to Claimant's Second Amended Complaint. The State Court held that Claimant met the minimum pleading standards for his claims for each of his claims against Ocwen except those asserting statutory relief. See Minute Order dated September 8, 2014, annexed hereto as **Exhibit G**.

10. The parties to the California Action attended mediation on April 21, 2015, and it did not result in a settlement of the case. The next scheduled Court hearing in the California Action is set for June 1, 2015; specifically, an Alternative Dispute Resolution Review Hearing. At that time it is expected the Orange County Superior Court will issue a trial date and other related dates and deadlines.

11. A copy of the docket report for the California Action is annexed hereto as **Exhibit H**.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 1, 2015

/s/ Yaron Shaham  
Yaron Shaham

*Counsel for GMAC Mortgage, LLC and  
Ocwen Loan Servicing, LLC*